

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between West Valley City, a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and DLS Consulting, Inc. (herein "DLS").

### **RECITALS**

**WHEREAS**, the City has legislative issues and projects that may be furthered with assistance of DLS; and

**WHEREAS**, this assistance includes lobbying the Utah Legislature in 2010 on issues important to the City as mutually agreed to between the parties, as provided herein; and

**WHEREAS**, DLS has certain unique knowledge of legislative processes to assist the City with these issues and projects.

**NOW, THEREFORE**, based on the foregoing, the parties agree as follows:

### **AGREEMENT**

1. DLS agrees to provide services for the City Beginning September 1, 2009 through July 1, 2010 and specifically during the 2010 Legislative Session on issues important to the City. The City Manager or designee shall work with DLS in identifying and agreeing on which issues are to be included.
2. DLS agrees to assist the City regarding legislative relation building and other state and local governmental issues.
3. DLS agrees that it will not lobby the City or its officials on behalf of any other client without providing written disclosure of the representation. DLS further agrees to immediately disclose any actual or perceived conflict of interest as it arises.
4. In exchange for the services to be provided by DLS, the City agrees to pay DLS the sum of Eighty Thousand Dollars (\$80,000). Said payment shall be made in equal monthly amounts of \$8,000.00.
6. Applicable Laws.
  - A. DLS shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to DLS's operations. Specifically, they shall comply with, but not be limited to complying with, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration, and the

Americans with Disabilities Act.

- B. If DLS's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and DLS shall hold City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violations.
- C. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

7. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the City:           West Valley City  
                                  Attn: Wayne Pyle  
                                  3600 Constitution Boulevard  
                                  West Valley City, Utah 84119

If to DLS:                 DLS Consulting, Inc.  
                                  Attn: David Stewart  
                                  11671 Granite Flats Road  
                                  Highland, UT 84003  
                                  (801) 910-3936

Either party may change their address upon written notice to the other party.

8. City Representative. The City hereby appoints the West Valley City Manager, or the designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any City approvals as may be required by this Agreement. The City's representative shall assist in monitoring, and evaluating this Agreement to completion. DLS understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed by her, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of DLS.
9. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
10. Taxes and Assessments. DLS shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment levying body upon her interest in this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
12. Assignment. This Agreement may not be transferred or assigned by DLS without the written permission of the City, which may be withheld at the City's sole discretion.
13. Agreement Binding. DLS covenants that the provisions of this Agreement shall be binding upon her heirs, successors, representatives, and agents.
14. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

DLS

\_\_\_\_\_  
David Stewart

State of Utah                     )  
  :SS  
County of Salt Lake            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me **David Stewart**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **President of DLS Consulting, Inc.**, a corporation, and said document was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

WEST VALLEY CITY

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Dennis J. Nordfelt, Mayor

Attest:

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Sheri Mckendrick, City Recorder

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_